

Hand

1600

Prepared by and return to:
Paula B. Smith
Return to:
Randall M. Lipschutz
Lipschutz, Greenblatt & King
2160 Harris Tower - Peachtree Center
213 Peachtree Street, N.E.
Atlanta, GA 30303

Cross Reference:
Declaration of Condominium
Recorded in Deed Book 3569, page
Cobb County records

1996
SUPERIOR COURT CLERK

H.C. Stephens

FEB 21 PM 3:19

FILED AND RECORDED

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR
POWERS FERRY GREEN, A CONDOMINIUM**

This Amendment made this 1st day of February,
by Powers Ferry Green A Condominium Association, Inc. (hereinafter
referred to as the "Association").

W I T N E S S E T E:

WHEREAS, that certain Declaration of Condominium for Powers
Ferry Green, A Condominium was recorded in Deed Book 3569, page 1,
Cobb County, Georgia records; and

WHEREAS, the Association desires to amend certain provisions
thereof pursuant to Article X of said Declaration; and

WHEREAS, pursuant to said Article X, the assent of Unit Owners
to which two-thirds of the votes in the Association appertain has
been obtained;

NOW, THEREFORE, effective with the recording of this
Amendment, the Declaration is amended as follows:

1.

Article IX, Section 9.13 shall be amended by adding the
following new Subsection 9.13(d) thereto:

(d) Leasing of Residences during the 1996 Olympic
Games in Atlanta. Notwithstanding the previous
provisions of this Section 9.13, and in recognition of
the unique circumstances of the 1996 Olympic Games and
the costs which will be incurred by the Association in
the event short term leasing is permitted during the
Games, limited short term leasing will be permitted from
June 1, 1996, through August 31, 1996 (the "Olympic
Leasing Period"), subject to the provisions of this
section.

(i) Any Unit Owner intending to lease
his or her Unit during the approved Olympic
Leasing Period shall notify the Association in
writing of his or her intention to do so at
least ninety (90) days prior to the
commencement of the lease.

(ii) Any Unit Owner entering into a short term lease during the Olympic Leasing Period shall be subject to an assessment not to exceed \$ 25 per day, and not to exceed \$ 500 total, to apply to and help offset costs incurred by the Association due to short term rentals.

(iii) A security deposit in the amount of \$500.00 shall be delivered to the Association at least 30 days prior to commencement of the lease, which deposit will be refunded after August 31, 1996, or will be applied to the cost of any cleaning or repair to the common elements caused by the Unit Owner's tenants.

(iv) Any short term lease shall be subject to the following additional restrictions and requirements:

(A) No lease shall commence prior to or extend beyond the Olympic leasing period without prior approval of the Board.

(B) Any Unit Owner leasing during the Olympic leasing period shall be required to provide the Board with phone numbers at which the owner or the owner's designated agent empowered to act for the owner can be reached at all times during the Olympic leasing period.

(C) Unit Owners shall be permitted to lease to a leasing agent or other person or entity who intends to sublease the unit during the Olympic leasing period; provided, however that any such sublease shall comply with all provisions of this Subsection (d), and the unit owner must provide the Association with copies of both the lease and any sublease at least thirty (30) days prior to the commencement of the lease.

(D) The Unit Owner shall provide to the Association the names of persons authorized to occupy the Unit and the dates of their occupancy no less than 24 hours prior to the scheduled arrival of the tenants.

(E) No more than two (2) persons per bedroom plus one (1) additional person shall be permitted to occupy the leased Unit at any one time.

(F) Any Unit Owner leasing during the Olympic leasing period shall be required to provide the Board with the telephone number at the Unit for use in contacting the tenants should an emergency arise.

(v) notwithstanding any provision of Article X, § 10.06 regarding enforcement, failure to provide notice of the Owner's intent to enter into a short term lease or failure to pay the required security deposit shall subject the Unit Owner and the Unit to daily fine without further notice of not more than \$100.

IN WITNESS WHEREOF, this Amendment is executed and entered into the date and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public

My Commission Expires: _____
Notary Public, Gwinnett County, Georgia
My Comm. Exp. Expires June 29, 1988

POWERS FERRY GREEN
CONDOMINIUM ASSOCIATION, INC.

By: [Signature]
President

Attest: [Signature]
Secretary
[Corporate Seal]



**AFFIDAVIT OF COMPLIANCE
WITH AMENDMENT REQUIREMENTS**

STATE OF GEORGIA
COUNTY OF FULTON

The undersigned, SANDY HANDLEY, having first been duly sworn, states under oath as follows:

I am SANDY HANDLEY, and am the duly elected and currently serving President of Powers Ferry Green Condominium Association, Inc.

The required agreement of two-thirds (2/3) of the total votes in the Association was obtained pursuant to Article X of the Declaration and O.C.G.A. § 44-3-93, the board having received the approval to adoption of the attached Amendment to the Declaration of Condominium for Powers Ferry Green, A Condominium. All notices required by the Declaration or the Georgia Condominium Act were duly given.

The Amendment to the Declaration as adopted bears my signature as President, the attestation of the Corporate Secretary, and the seal of the Association.

Further, Affiant sayeth not.

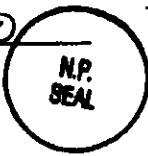
Dated this 1ST day of February, 1998. ^{6 5th}



Sworn to and subscribed before me
this 1st day of February,
1998.

Shirley Varado
Notary Public

Notary Public, Gwinnett County, Georgia
My Commission Expires June 29, 1998



Sandy Handley

BK9426PG0527